

SERIAL 05060 S LEGAL MESSENGER SERVICES (NIGP 96147)

DATE OF LAST REVISION: August 10, 2006 CONTRACT END DATE: June 30, 2008

CONTRACT PERIOD THROUGH JUNE 30, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **LEGAL MESSENGER SERVICES (NIGP 96147)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 30, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Clerk of the Board
 Sheri Zedek, Office of Contract Counsel
 Cindy Spence, Public Fiduciary
 Sylvia Lopez, County Attorney's Office
 Mirheta Muslic, Materials Management

(Please remove Serial 00041-SC from your contract notebooks)

SCOPE OF SERVICES

1.0 **INTENT:**

- 1.1 The intent of this Solicitation is to provide legal messenger services primarily for the Office of Contract Counsel (OCC), Planning and Development Department and for various other departments throughout Maricopa County. Legal messenger services to be provided by the selected Respondent(s) will include: messenger delivery, as well as personal and non-personal service of process. Maricopa County reserves the right to award multiple contracts and to add new Respondents to this Contract, as County needs dictate.
- 1.2 The OCC presently contracts with over 100 private attorneys. These attorneys are authorized to use this Contract for service of process on any case to which the Court, due to their client's indigent status, has appointed them.

2.0 **MESSENGER SERVICES:**

The Respondent shall pick up legal documents, letters, packages and materials from the OCC, located at 45 W. Jefferson, 9th Floor, Phoenix, Arizona 85003, for delivery to businesses and residences throughout the Phoenix metropolitan area. Legal documents will also be delivered to this address from other locations throughout the County. The County's pickup and delivery location may change and additional pickup and delivery locations may be added at a future date should other County departments require messenger services. Legal documents, letters, packages and other materials shall be delivered within two (2) hours of pickup, or no later than within 24 hours, if approved by the sender of the documents.

2.1 PROCESS SERVICES.

The Respondent shall pickup, and then serve summonses and complaints, including Dependency Petitions and Orders Setting Initial Dependency Hearings, as well as other legal documents. Process service may involve contact with angry or hostile respondents. Service may include, in addition to residences, delivery and service to municipal police stations, correctional institutions, mental health facilities, substance abuse treatment facilities, and other medical sites such as hospitals or rehabilitation facilities. The Respondent must prepare affidavits of service and have a notary public available to notarize signatures on such affidavits. Summonses and complaints shall be served within 24 hours, unless otherwise directed.

2.2 OTHER SERVICES.

The Respondent shall also provide the following service requirements, which may apply to messenger or service tasks:

- 2.2.1 Occasional demands for service within one hour of contact by an OCC representative.
- 2.2.2 Provide daily pick-up at the Adult and Juvenile Court Centers at the downtown Superior Court facility, the Durango Juvenile Court facility and the Mesa Superior and Juvenile Court facilities.
- 2.2.3 Provide service during other than routine business hours, including weekends and evenings.
- 2.2.4 All documents WILL be considered to be time sensitive, and the Respondent's performance shall be reviewed as to timeliness of response and ability to meet legal deadlines. Failure to meet a service or filing deadline may be cause for immediate suspension or termination of this Contract.

2.3 USAGE REPORT.

The Respondent shall furnish the OCC, a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each Contract item by individual unit.

2.4 TAXES.

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.5 DELIVERY.

It shall be the Respondent's responsibility to meet the County's delivery requirements, as called for herein. Maricopa County reserves the right to obtain services on the open market in the event the Respondent fails to make delivery in a satisfactory time period. Any price differential will be charged to the Respondent.

2.5.1 Delivery fees shall be established based on Delivery Zones. All distances shall be calculated beginning at 45 West Jefferson Street, Phoenix, Arizona using Map Quest or other commonly used, similar program.

2.5.2 Delivery fees for Zones One through Three shall be inclusive of all costs, including mileage, labor, etc. Delivery fees for Zone Four shall be similarly priced, though mileage be allowed beginning and ending at the one hundred mile limit of Zone Three.

2.5.2.1 ZONE ONE includes all addresses up to twenty miles.

2.5.2.2 ZONE TWO includes all addresses from twenty through forty miles.

2.5.2.3 ZONE THREE includes all address from forty through one hundred miles.

2.5.2.4 ZONE FOUR includes all addresses outside one hundred miles.

2.5.3 Multiple services at the same location, whether for the same case or not, shall be charged as one (1) delivery and one (1) mileage charge.

2.5.4 Multiple services on the same block or same apartment complex maybe charged separately, whether for the same case or not, but only one (1) mileage charge will be allowed.

2.6 DEFINITIONS.

2.6.1 Messenger Service: The pick-up and delivery of documents.

2.6.2 Process Service: The delivery (service) of legal documents to an individual or an entity.

2.6.2.1 Personal Service: Documents delivered (serviced) to a specific individual.

2.6.2.2 Non-Personal Service: Documents delivered (serviced) to a non-specified individual (e.g. Custodian of Records) for an entity.

2.6.2.3 Affidavit of Non-Service: A document attesting to the fact of unsuccessful attempts to deliver (service) documents.

2.6.2.4 Search Fee: Public records search.

2.6.2.5 Skip Trace: To locate an un-located individual.

2.6.2.6 Notarization of Affidavits of Service: Delivery (service) was successful and notarized as successful.

3.0 **SPECIAL TERMS and CONDITIONS:**

3.1 CONTRACT LENGTH.

The initial term of this Firm, Fixed-Price Contract shall be three (3) years.

3.2 OPTION TO RENEW CONTRACT.

The County may, at its option, and with the approval of the Respondent, renew the term of this Contract up to a maximum of three (3), one (1) year terms. The Respondent shall be notified in writing by the Materials Management Department of the County's intention to renew the Contract term at least thirty (30) calendar days prior to the expiration of the original Contract term.

3.3 PRICE ADJUSTMENTS.

Prices shall remain as bid for the initial term of this Contract. Any Respondent-requested price adjustment(s) must be submitted within thirty (30) days prior to the Contract's Anniversary date. Any requested price adjustment shall be fully documented to indicate reason or cause for the request. The Procurement Officer will analyze the request and compare it against market prices, and the Consumer Price Index. If the County and the Respondent agree to a price adjustment, it shall be affected through a written contract amendment

3.4 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.5 EVALUATION CRITERIA.

2.5.1 The evaluation of Bids will be based on, but will not be limited to, the following:

2.5.1.1 Compliance with specifications.

2.5.1.2 Price.

2.5.1.3 Determination of Responsibility.

3.5.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.6 INDEMNIFICATION AND INSURANCE.

3.6.1 Indemnification.

To the fullest extent permitted by law, Respondent shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.6.2 Insurance Requirements.

Respondent, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Respondent's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Respondent shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Respondent to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Respondent of any deficiencies in such policies and endorsements, and such receipt shall not relieve Respondent from, or be deemed a waiver of the County's right to insist on strict fulfillment of Respondent's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Respondent's work or service.

3.6.2.1 Commercial General Liability. Respondent shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Respondent subcontracts any part of the work, services or operations awarded to the Respondent, Respondent shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Respondent's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Respondent's Commercial General Liability insurance.

3.6.2.2 Automobile Liability. Respondent shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Respondent's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.6.2.3 Workers' Compensation. The Respondent shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Respondent's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$500,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Respondent will require Subcontractor(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.6.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Respondent shall have insurance in effect as required by the Contract in the form provided by the County, issued by Respondent's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE, THE RESPONDENT AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

Occurrence Basis. All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

Cancellation and Expiration Notice. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY.

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INQUIRIES AND NOTICES.

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

- 3.8.1 All inquiries concerning information herein shall be addressed to:

Maricopa County
Department of Materials Management
ATTN: Dave LaFond
320 W. Lincoln Street.
Phoenix, Arizona 85003

- 3.8.2 Contract Administration telephone inquiries shall be addressed to:

Dave LaFond, Procurement Consultant,
Telephone: 602.506.3248
E-mail: lafond@maricopa.gov

3.9 PRE-BID CONFERENCE.

There will be a mandatory pre-bid conference on **May 17, 2005** at 09:00 A.M. (MST) in the Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, Arizona 85003.

3.10 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents are to provide one (1) original hardcopy (labeled), two (2) hardcopy copies and one (1) electronic copy of pricing on a CD. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.12 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

- 3.12.1 **Mandatory:** One (1) original hardcopy (labeled), two (2) hardcopy copies and one (1) electronic copy of pricing on a CD;
- 3.12.2 **Mandatory:** Attachment "A", Pricing;
- 3.12.3 **Mandatory:** Attachment "B", Agreement; and
- 3.12.4 **Mandatory:** Attachment "C", References.

MERCURY DELIVERY SERVICES, P.O. BOX 26380, TEMPE, AZ 85285

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NO

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

INDICATE THE PERCENTAGE OF M/WBE PARTICIPATION, IF ANY, HERE: N/A %

PRICING SHEET B0604633 / S043102 / NIGP 96147

1.0 PRICING:

	<u>WITHIN 2 HOURS</u>			<u>WITHIN 24 HOURS</u>		
	<u>ZONE ONE</u>	<u>ZONE TWO</u>	<u>ZONE THREE/FOUR*</u>	<u>ZONE ONE</u>	<u>ZONE TWO</u>	<u>ZONE THREE/FOUR*</u>
Paragraphs	(2.5.2.1)	2.5.2.2)	(2.5.2.3 / 2.5.2.4)	(2.5.2.1)	(2.5.2.2)	(2.5.2.3 / 2.5.2.4)
1.1 Messenger Service	\$15.00	\$25.00	\$115.00	\$8.00	\$12.00	\$115.00
1.2 Process Service	\$45.00	\$55.00	\$115.00	\$45.00	\$55.00	\$115.00
1.2.1 Personal / Non Personal	\$45.00	\$55.00	\$115.00	\$45.00	\$55.00	\$115.00
1.2.2 Search / Skip Trace	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
1.2.3 Attempted Delivery at Bad Address	No / Charge	No / Charge	\$115.00	No / Charge	No / Charge	\$115.00
1.4 Wait Time at Government Facility ** (per fifteen (15) minutes)	\$6.50					
1.7 Mileage Rate - ZONE FOUR	\$1.25					

*ZONE FOUR fees shall be the same as that for ZONE THREE, though mileage rate will be applied when services are provided in ZONE FOUR beginning and ending at the 100 mile point.

** Wait time to be billed in 15 minute increments.

MERCURY DELIVERY SERVICES, P O BOX 26380, TEMPE, AZ 85285

Terms: _____ NET 30

Vendor Number: _____ W000003335 X

Telephone Number: _____ 602/956 3912

Fax Number: _____ 602/956 7109

Contact Person: _____ Kamyar Hakimnia

E mail Address: _____ customer@mercury-delivery.com

Company Web Site: _____ www.mercury-delivery.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending June 30, 2008.

CANCELLED 07/27/06

HAWKINS AND E-Z MESSENGER LEGAL-SUPPORT PROVIDERS LLC, 10 WEST MADISON STREET, PHOENIX, AZ 85003

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? X YES NO

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

INDICATE THE PERCENTAGE OF M/WBE PARTICIPATION, IF ANY, HERE: N/A

PRICING SHEET B0604633 / S043102 / NIGP 96147

1.0 PRICING.

	<u>WITHIN 2 HOURS</u>			<u>WITHIN 24 HOURS</u>		
	<u>ZONE ONE</u>	<u>ZONE TWO</u>	<u>ZONE THREE/ FOUR*</u>	<u>ZONE ONE</u>	<u>ZONE TWO</u>	<u>ZONE THREE / FOUR *</u>
Paragraphs	(2.5.2.1)	2.5.2.2)	(2.5.2.3 / 2.5.2.4)	(2.5.2.1)	(2.5.2.2)	(2.5.2.3 / 2.5.2.4)
1.1 Messenger Service	\$19.25	\$30.50	\$60.00	\$14.25	\$25.50	\$50.00
1.2 Process Service	\$45.00	\$60.00	\$95.00	\$35.00	\$55.00	\$85.00
1.2.1 Personal / Non-Personal	\$45.00	\$60.00	\$95.00	\$35.00	\$55.00	\$85.00
1.2.2 Search / Skip Trace	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
1.2.3 Attempted Delivery at Bad Address	\$35.00	\$50.00	\$85.00	\$25.00	\$45.00	\$75.00
1.3 Deliver Subpoenas to Clerk's Office	\$0.00					
1.4 Wait Time at Government Facility ** (per fifteen (15) minutes)	\$0.00					
1.5 <u>Preparation and Notarization of Affidavit of Non-Service</u>	\$5.00					

HAWKINS AND E-Z MESSENGER LEGAL-SUPPORT PROVIDERS LLC, 10 WEST MADISON STREET, PHOENIX, AZ 85003

1.6 Preparation and Notarization of

Affidavits of Service \$5.00

1.7 Mileage Rate - ZONE FOUR * \$1.00

* ZONE FOUR fees shall be the same as that for ZONE THREE, though mileage rate will be applied when services are provided in ZONE FOUR beginning and ending at the 100 mile point.

** Wait time to be billed in 15 minute increments

Terms: 2% 30 DAYS / NET 31 DAYS

Vendor Number: W000000929 X

Telephone Number: 602/258-8081

Fax Number: 602/258-8864

Contact Person: Ronald Ezell

E-mail Address: ronezell@helpaz.com

Company Web Site: N/A

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2008.**

ADDED 07/27/06